This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

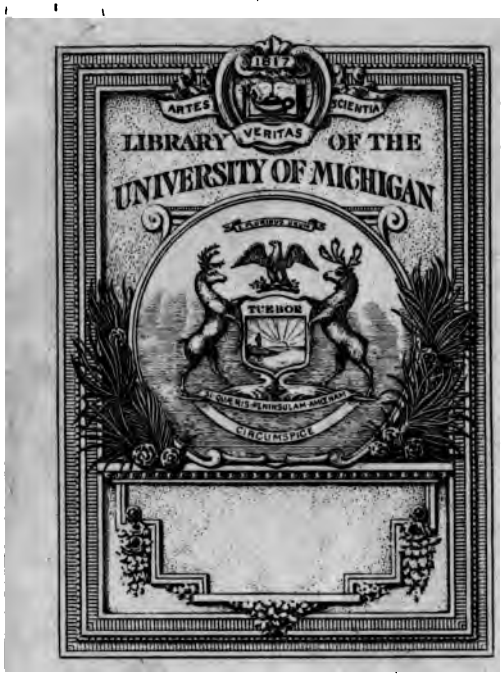
+ *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
+ *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
+ *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
+ *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at `http://books.google.com/`

1163
.A26
T9

A 481550 DUPL


1817
ARTES
SCIENTIA
VERITAS
LIBRARY OF THE
UNIVERSITY OF MICHIGAN
TUEBOR
SI QUAERIS PENINSULAM AMOENAM
CIRCUMSPICE

TRYE v. LEINSTER.

AN ENGLISHMAN'S EXPERIENCE

OF THE WORKING OF THE

LANDLORD AND TENANT (IRELAND) ACT, 1870.

TRYE v. LEINSTER;

OR,

AN ENGLISHMAN'S EXPERIENCE

OF THE WORKING OF THE

LANDLORD AND TENANT (IRELAND) ACT, 1870.

BY

H. NORWOOD TRYE, M.A. (Oxon.)

DUBLIN:

W. J. DUNBAR, SONS & CO., 13 UP. SACKVILLE ST.

1874.

HD
1163
.A26
T9

PRINTED AT THE "IRISH SPORTSMAN" OFFICE, 13 UPPER SACKVILLE STREET.

Ry. St.
allen
12 28 43
48856

PREFACE.

Reports of my claim against the Duke of Leinster, under the Landlord and Tenant (Ireland) Act of 1870, heard before Thomas Lefroy, Esq., Q.C., Chairman of the County Kildare, at Athy, on the 20th of June, 1873, with his judgment, given in Dublin, and of my appeal from the decree of said Chairman, heard before the Right Honorable James Whiteside, Lord Chief Justice of Ireland, at Naas, on the 28th and 31st July and 1st of August, 1873, together with his Lordship's judgment, given thereon 2nd of August, have been printed in Dublin, and privately circulated by or for the Duke of Leinster or his agent, Mr. Hamilton, and also sold by the publisher to the general public.

2-25-44 DMH

In the report of the appeal my evidence and that of several of my witnesses is almost entirely omitted, whereby I conceive a wrong impression as to the equity of my claim has been made upon the press and the public at large. In the following pages I have given a full account of my dealings with the Duke of Leinster and his agent, together with the entire of my evidence as given at the hearing of the appeal at Naas. I hope I have shown that I wanted

dupl

nothing but fair treatment from the Duke, and I leave it to my readers to judge whether I got it. I believe that it is only by bringing prominently before the public individual cases in which the much-vaunted Land Act of 1870 has failed to enable a tenant to obtain justice from his landlord that a necessity for its amendment will become apparent.

The 18th or Equity clause would seem to have been framed to meet such cases as mine. For the information of those who are not acquainted with the provisions of the new Irish Land Act I will give the clause *in extenso* :—

"On the hearing of any dispute between landlord and tenant under this Act either party may make any claim, urge any objection to the claim of the other, or plead any set-off such party may think fit (including, in the case of a landlord, any moneys paid on account of the purchase of the right of the tenant under the Ulster tenant-right custom of such usages as aforesaid), and the Court shall take into consideration any such claim, objection, or set-off, also any such default or unreasonable conduct of either party as may appear to the Court to affect any matter in dispute between the parties, and shall admit, reduce, or disallow altogether any such claim, objection, or set-off made or pleaded on behalf of either party as the Court thinks just, giving judgment on the case with regard to all its circumstances, including such consideration of conduct as aforesaid; and the Court shall have jurisdiction, at the hearing of any such dispute, to ascertain what sums, if any, shall be deemed due by the tenant to the landlord under sections three, four, and seven of this Act, or any set-off in respect of unliquidated or liquidated damages under said sections, or any of them; and in any case in which compensation shall be claimed under section three of this Act, if it shall appear to the Court that the landlord has been and is willing to permit the tenant to continue in the

occupation of his holding upon just and reasonable terms, and that such terms have been and are unreasonably refused by the tenant, the claim of the tenant to such compensation shall be disallowed."

The principal defect in the Landlord and Tenant (Ireland) Act of 1870 is, in my humble opinion, that under it all disputes between landlord and tenant have to be decided either by a County Chairman or a Judge of Assize, unless both parties are willing to leave the matter to arbitration. If my experience of the working of the Act only helps to bring all persons interested in Irish agriculture to the same opinion, and to show them that in order to remedy this defect some such amendment as the following is necessary—viz., that all such disputes should go before a mixed jury of landlords and tenants, or a court of arbitration, even when only one of the parties is willing, I shall feel that I have helped forward the cause of the tenant-farmer, and that the money I have spent in law has not been altogether thrown away.

Mr. Grey, of Dilston, formerly agent on Lord Derby's Irish property, and now, I believe, agent to the Greenwich Hospital estates in the north of England, some time since read a paper before the Hexham Farmers' Club, in which he made very one-sided and inaccurate remarks upon my claim. He therein spoke of Mr. Hamilton, the Duke of Leinster's agent, as being the best-abused man in Ireland. As I have not seen published, either in the Dublin or London

newspapers, any account of a trial which took place at the last Kildare Assizes, in which Mr. Hamilton was defendant, I will inform the public that a small tenant of the Duke of Leinster's, named James Gregan, took an action for damages against him for having taken wrongful and forcible possession of plaintiff's farm of six acres near Rathangan, and an Irish jury condemned him to pay £40 damages and costs, and the judge (not the Lord Chief Justice) did NOT compliment Mr. Hamilton on his management as an agent. Poor, abused Mr. Hamilton ! !

HENRY NORWOOD TRYE.

HARTSHILL, *April*, 1874.

AN ENGLISHMAN'S EXPERIENCE

OF THE

LANDLORD AND TENANT (IRELAND) ACT, 1870.

BEFORE commencing to narrate my dealings with the Duke of Leinster I must inform my readers that previous to becoming his tenant I had been farming in the Co. Westmeath for eleven years, and constantly resided during that time near Athlone. For a considerable portion of that period I occupied 500 statute acres of mixed tillage and grazing lands, and, as I looked into things very closely, I believe I acquired a thorough practical knowledge of the best methods of farming various kinds of land in Ireland. Whilst there I improved a great deal of land, and not only made it grow two blades of grass where it only grew one before, but also produced double the weight of corn crops which, I was informed by the most improving small farmer in the locality, had ever been grown on that townland before.

Though an Englishman, I never had any difficulty in getting on with Irishmen of all classes. I have had several Irish labourers in my employment from

ten to fifteen years; at the present time I have three men in Warwickshire who have followed me from Ireland, and have served me from seven to fifteen years. Owing to an unfortunate misunderstanding about improvements with my principal landlord in Westmeath I threw up the farms I held from him in 1867. At one time I employed about fifty men, women, and children on those farms in draining, clearing rocks and scrubs, and ordinary agricultural operations. Scarcely any of those people are now in Ireland; nearly all went to America, from being unable to get good employment at home. The 500 acres which I held as one farm are now divided into four tenancies. Three of the divisions have changed hands twice since 1867, and one of them, and that the principal farm, I hear is likely to come into the hands of a third occupier. The gentleman who succeeded me, and who was an intimate friend of mine, was foully murdered on the farm in broad daylight on the 28th of April, 1869.

In the autumn of 1866 I saw an advertisement in the Irish *Farmers' Gazette* of a farm to be let in the neighbourhood of Athy, County Kildare. I answered it, and found it to be The Heath farm of 136 Irish, or 220 statute, acres, belonging to the Duke of Leinster, and then in the occupation of a Mr. Cameron, a Scotchman. He wrote me that he was anxious to quit the farm, and that he had the Duke's permission, through Mr. Trench, the then agent, to sell his

interest in a lease which had six years to run to any person approved of by Mr. Trench. I went up to Athy, and visited the farm, but found it in such a run-out condition that at first I said I would have nothing to do with it. Mr. Cameron then informed me that an adjoining farm, called Leinster Lodge, also the property of the Duke of Leinster, containing about 170 Irish acres, with a good house upon it, was vacant. The Heath farm-house was only fit for a steward or inferior class of tenant. I went over Leinster Lodge farm, and finding it answer my purposes I promised Mr. Cameron that if I could get it I would give him the £200 he wanted for his interest, as the two farms would go very well together. He told me he had authority from Mr. Trench to say that if an enterprising tenant took up the farm and brought it into good condition the rent would not be raised at the end of the lease. The same day I met Mr. Trench by appointment at Athy; he had received a letter from the late Lord Castlemaine, of Moydrum Castle, near Athlone, with whom I was well acquainted, recommending me as a desirable tenant for the Duke. I informed Mr. Trench that the Heath farm was too much run out, and that the interest in the lease was of no value unless I could get Leinster Lodge. He requested me to send a proposal for the two farms after my return to England, where I had lately gone to reside. He told me that Leinster Lodge was let some forty

years ago at 30s. per Irish acre, and that during the bad times the rent was reduced to 25s. At that time I was quite a stranger to the locality, and knew nothing of the antecedents of Heath farm, but supposed the land, from the appearance of the country, to be naturally much the same quality as the adjoining farms, only run out; so I sent in a proposal of 25s. per Irish acre for the two farms for twenty-one years. The answer I got from Mr. Trench was that he had let Leinster Lodge to a Mr. M'Culloch at 32s. 6d. per acre, but that he would be very glad to accept me as tenant for Heath farm. I replied that I considered Mr. Cameron's interest of no value, and would have nothing more to do with it. Mr. Trench wrote again, saying he knew Cameron was very anxious to quit the farm, and suggested that I should take it up without paying any fine, as it is called in Ireland—that is, any sum of money for the interest in the remaining six years of the lease. Seeing that Mr. Trench was anxious to get me for a tenant, and supposing the Duke of Leinster to be a nobleman who would scorn to take advantage of a good and trusting tenant, I went again to Ireland and took up the Heath farm from Mr. Cameron, merely paying him £300 for what effects he had remaining, £200 of which went to pay up arrears of rent. There was no legal assignment of the lease—no lawyer employed by either party; in fact, I only valued the lease for the map of the farm

which was attached to it giving the acreage of the fields. Mr. M'Culloch, who now has most of the farm, told me that Mr. Trench offered the farm to him in '67, and that he would have nothing to do with it; another tenant of the Duke's told me that he also had the offer of it.

When my claim for compensation was heard at the Athy Land Sessions and Naas Assizes the Duke of Leinster's counsel tried to make it appear that the farm was underlet in '67, and that I took to a valuable interest, instead of its being the fag end of a lease. If the farm was worth more than £1 per acre, or even that rent in '67, why did not Mr. Trench take up the farm from Mr. Cameron, when he knew he was anxious to get out of it on any terms, and make a new letting of it at a higher rent? In my opinion, purely tillage farms were worth more rent then than at the end of the lease, and there was greater competition for them; the price of corn was not so high as then, whereas all expenses connected with working a farm have greatly increased.

Mr. Trench knew exactly the condition the Heath farm was in when I took it, and never said that I should be liable for any deterioration of its condition by my predecessors. To my cost I have found that before entering on the farm I should have inquired what was the condition of every field in the year 1853, when the lease was granted to one Alexander Dodds, the original lessee, and have got a written under-

taking from Mr. Trench that I was only bound to deliver the farm up in the same condition as I found it in '67, in addition to a written promise that the rent should not be raised. The Lord Chief Justice made the following remark on that point in his judgment at the Assizes :—" I think that Mr. Trye fell into a mistake, that he ought to have inquired into the state and condition of the farm when he entered on it twelve years after the lease, and when he thought fit to make the experiments upon it that he did." Of course I now see my folly, and advise all tenants in England, Scotland, and Ireland, however honest and upright they themselves may be, to put no faith in the supposed liberality of any landlord, but to have everything down in black and white. A lawyer once said to me that he regarded every man as a rogue till he had proved him to be an honest man : I advise all good tenants to treat their landlords in the same manner. Far be it from me to lead anybody to suppose that there are few upright landlords, for I believe that no other landlord in the United Kingdom, of any position or character, would have treated me as the Duke of Leinster has done ; nor do I believe he would have done so had Mr. Trench lived, who knew all the circumstances under which I became his tenant. Before I proceed further to relate my own occupancy of the Heath farm I will give my readers its history for some years previous. In 1842, long before the potato famine, when that esculent, upon which the small Irish

farmer has always so much depended, would grow and produce heavy crops with comparatively little labour and expense, and when Leinster Lodge was let at 30s. per Irish acre, 100 Irish acres of Heath farm were in the hands of a man named Doyle, and the Ballyroe portion of the present farm was occupied by two or three other small tenants. It was let for 7s. 6d. per acre. Doyle was distrained for rent, and gave up the farm. It was then offered for 8s. per acre, but no tenant could be found to take it. The Duke accordingly took it into his own hands, and laid out money on farm-offices, fences, subsoiling, &c. During the famine time, and soon after, the other small tenants were obliged to surrender their holdings, until in 1852 the Duke of Leinster got possession of the last fourteen acres, which make up what is now the Heath farm. These fourteen acres were mostly under furze, which the Duke cleared off, but never put a crop in the land. Whilst the Duke occupied the farm he had for his steward a man named Alexander, who, no doubt, brought the farm into fair condition compared with what it had been. According to the evidence he gave before the Chairman at Athy Land Sessions, he managed the farm strictly upon a five-course shift—that is, he manured the land once in five years for turnips or other green crops, took two crops of corn, a crop of hay, and one year's pasture; only two years had he ever any sheep on the farm.

Now, considering that the Duke took up the farm in

a complete state of exhaustion, and therefore had no crops or manure to begin with, that he only held it from 1842 to 1853, and some portions for only a very short time; also that artificial manures were very little used at that time, and no cake of any kind was ever consumed—for Mr. Alexander in his evidence never stated that he bought any, nor have I ever heard that he did—also, bearing in mind that he worked it strictly on a five-course rotation, it follows that only a small portion of the farm could have been manured more than once, and, most certainly, the fourteen acres were never manured at all. At the Sessions Mr. Alexander stated that he put 25 to 30 tons of farmyard dung to the acre, with 3 cwt. of guano. From this evidence I think it must be plain to anyone who understands tillage farming that there was no large amount of unexhausted manures left in the farm at the termination of the Duke's occupancy. I wish my readers to bear this evidence in mind when I come to speak of my treatment of the farm and the unexhausted manures left in it when I gave it up on the 25th of March, 1873. I have heard that after Mr. Alexander had been several years employed upon the lands he stated publicly at an agricultural dinner at Stradbally, as reported in the Irish *Farmers' Gazette* of the period, that the soil upon which he was then engaged was not worth more than 2s. 6d. per Irish, or about 19d. per statute acre. In 1853 the Duke of Leinster let the farm, then consisting of 136 Irish,

or 220 statute acres, to a Mr. Alexander Dodds for twenty years at £1 per Irish acre. Mr. Dodds entered at Michaelmas, but the lease was dated the 25th of March previous, and he paid that half-year's rent and the cost of all seed and labour of producing the crops then on the farm, guano, &c.

This was the account I heard from my witnesses, although Mr. Battersby, the Duke's counsel, stated that Dodds got all the crops free of cost; but Alexander, in his evidence, only said that such and such crops were on the farm. He never said that Dodds did not pay for them. The farm having been only worth 7s. 6d. per acre in 1842 I think the rise to £1 in 1853 was considerable, and must have been a very good percentage on the Duke's outlay. Another farm adjoining, on the opposite side to Leinster Lodge, and much better land than the Heath, was rented in 1842 at 16s., was again let in 1852 at £1, and in 1872 was let on a thirty-one years lease at 27s. 6d., the same tenant having occupied the farm throughout. The landlord, however, is not the Duke of Leinster. Unfortunately his Grace had pleuro-pneumonia amongst his cattle shortly before letting the farm, and left it as a legacy to Dodds, who lost all his cattle also, and was thereby nearly ruined at the commencement of the lease.

The soil of the Heath farm is of a light gravelly nature, and requires a gentle shower of rain every second day during summer: one week of scorching

weather in the beginning of June, and a meadow which previously might have looked most luxuriant will turn quite red. There is scarcely any water on the farm, so that very few cattle can be kept on it during summer. In the lease were stringent clauses against under-letting, also heavy penalties for taking two corn crops in succession, or neglecting to lay down annually a portion of whatever land might be in tillage with good grass and clover seeds; the Duke reserved to himself the right of re-entry for non-payment of rent or breach of any of the covenants by the tenant. There was no clause to prevent the sale of hay, straw, or manure, nor, as far as I am aware, is it usual in Ireland to insert such clauses in leases; therefore at the termination of an occupancy the tenant is entitled to the selling value of such articles, not merely what is called the consuming value.

Mr. Dodds died about 1862, and the farm was managed for the benefit of his family by his executor, a Mr. Anderson, who was also his creditor. He took all he could out of it, and by consent of the Duke of Leinster handed over the farm to Mr. Cameron, my predecessor, in 1863, getting something for the interest in the lease.

From that time till 1867, when I entered on the farm, it was still getting worse and worse, partly, perhaps, from Mr. Cameron not having sufficient capital. In his evidence before the Lord Chief Jus-

tice he stated that he lost £1,000 during the three years he held it. Mr. Anderson also said that Dodds' family made no money out of it. The condition of Heath farm when I took it up was as follows (see map annexed for size and locality of fields; the acres are Irish):—Field No. 1, 10a. 0r. 17p., had just been ploughed out of the lea for oats; though very dirty it was the cleanest and least exhausted field on the farm. Nos. 2 and 3, 4a. 2r. and 5a. 1r. 30p., were in so-called old pasture, with a good deal of furze growing on them—regular mountain land, producing nothing but sedges and wild flowers. No. 4, 7a. 1r. 14p. This field was in stubble, very foul with scutch-grass. Nos. 5 and 6, 11a. 2r. 20p. and 10a., were in wheat stubbles. I was informed that the crops of wheat in these fields the preceding year were so full of thistles as to be of little value. Mr. Alexander made a great deal of the run-out state of field No. 5. He saw it in its natural sterile state. I left it to the last to improve, for this reason—it joined some plantations of the Duke's, which swarmed with rabbits, and whatever crop I did sow in it was more than half eaten off by these vermin. I could have taken nothing out of it however, as during my six years' occupation it and field No. 6 were every alternate year fallowed and most carefully cleaned. I believe I lost the fee-simple value on these two fields, and all the compensation I claimed was £1 per acre for fallow tillages in 1871.

Dr. Cameron, in his evidence, said that almost any

land would grow corn without manure, and in that land well tilled twenty corn crops might be taken in succession. I would like him to experiment on these fields; the crops I grew, after most expensive fallowing operations, were hardly worth cutting. One year I ploughed field No. 6 more than a foot deep by having a second plough without a mould-board following the first. I must not omit to inform the public that a tenant on an adjoining property on the other side of the Duke's plantations was only a few weeks ago summoned by the Duke's caretaker for setting traps to catch these annoying rabbits—I saw an account of it in the *Leinster Express*.

Fields Nos. 7, 8, and 9, 28a. 0r. 28p., were supposed to be in seeds, but there was little else besides scutch-grass and thistles. No. 10, 4a. 2r. 39p., in old pasture, similar to fields 2 and 3. No. 11, 7a. 1r. 10p., in stubble, and full of scutch. No. 12, 4a. 3r. 36p.; this field had grown turnips, &c., the preceding year (which had been sold off the farm), and was very dirty. No. 13, 6a. 2r. 18p., was ploughed after stubbles, and one of the dirtiest fields on the farm. No. 14, 7a. 2r. 28p., was a very poor pasture; I skimmed it the first season, and had about 10 cwt. of hay to the Irish acre. No. 15, 12a. 1r., in barley stubbles—a mass of scutch-grass. No. 16, 14a. 1r. 20p., was under turnips the previous year, which were all sold off the farm.

It will be seen by this description that I had very

up-hill work before me. Everybody who knows anything about tillage farming will bear me out when I say that a man taking up a naturally sterile farm in such condition as I have described must work for some years, and lay out a good deal of money before he could expect to make any profit. No sane man would have taken to the fag end of a lease (which clearly was worth nothing, or why did not Mr. M'Culloch take it up?) and sink his money in improving the farm if he had not felt pretty fully assured in his own mind that the rent would not be raised at the end of the term.

It is seldom that bad tenants, who lay nothing out on their farms, have their rents raised. At the last Queen's County Assizes there was a case tried before Mr. Justice O'Brien—Lord Castletown *v.* James Wingate—in which it appeared that the plaintiff had lately let an arable farm to the defendant at the same rent as he took it at twenty years ago.

During the six years of my tenancy I spared no expense to get the farm into good order in as short a time as possible. The first three years I kept ten horses and a large staff of men constantly employed tilling and cleaning the land. For five years I was obliged every season to leave about twenty Irish acres under bare fallow, never being able to get all the land sufficiently clean in time for a crop. It was only the last season I had the whole farm productive.

The whole time I held the farm I had on an aver-

age as many acres of land under green crops and bare fallow as under corn; I put all the buildings into perfect repair, made an excellent new road 300 yards long, put all the other roads in good order, improved the fences, filled up a number of old gravel-pits, and altogether treated the farm as if I had been the owner instead of only the occupier. I went to great expense in buying all the best implements, most of which, with a little repairs, would have lasted through another lease.

I got up a prime flock of Border Leicester and Shropshire Down sheep; 50 ewes of the latter I imported from England, costing me £4 a piece only a few months before the termination of the lease, and had to sell them at lambing time far under their value, because they are so little understood in Ireland, my intention being to draft the produce over annually to my farm in Warwickshire.

Mr. Trench died about 1868, and was succeeded in the Duke of Leinster's agency by Mr. Charles Hamilton. In February or March, 1872, I wrote to Mr. Hamilton telling him the lease of Heath farm had only another year to run, and asking for a renewal on exactly similar terms to the old. Mr. Hamilton, jun., answered the letter, saying his father was abroad, but would reply on his return. In my letter I entered most fully into my wishes, acquainted Mr. Hamilton with all I had done, and suggested that the Duke should build two cottages and enlarge

the dwelling-house, offering on my part to pay his Grace any reasonable percentage on his outlay.

Not hearing from Mr. Hamilton, in the month of June I wrote to him again in much the same terms. Mr. Hamilton replied that Mrs. Hamilton was so ill that he could not pay Heath farm a visit then, but would as soon as he could. All this time, and until the month of October, I felt so certain of getting a new lease on about the same terms as the old that I went on improving the farm in every possible way, feeling confident Mr. Hamilton would carry out Mr. Trench's promise, as I had proved myself a good tenant. I did not mention Mr. Trench's agreement to Mr. Hamilton, because I considered if he would not act fairly by me for the way in which I got the farm, and my treatment of it since, neither would he for any engagement made by his predecessor when I had no written memorandum to show for it.

Mr. Hamilton has found fault with me for using so much artificial manure; but what was I to do? When I entered on the farm the greater part was in tillage, and nearly all unproductive. Yard dung cannot be made out of nothing, but by the use of artificial manures I have since grown large breadths of turnips and other green crops, which have been converted into an immense amount of yard dung. Under the circumstances no person could have expected me to make money out of the farm heretofore; on the contrary, I sunk a large amount in it,

confidently expecting that during a new lease I should have gradually brought it back again.

From this time forward every acre would have been remunerative; there would have been no fallowing from inability to get in a crop, as all the farm would be clean, and only as much land ploughed as could be easily managed. Only tillage farmers know the sums of money that can soon be expended in bringing back a run-out farm to a productive state; graziers know nothing about it.

On an average I only sold £300 worth of corn annually, whereas every year but the last I bought £100 worth of cake and meal, £100 worth of artificial manures, and consumed £100 worth of corn produced by the farm; my manual labour bill was £300 per annum. These sums are averages, some years being more and others less; but there was £1,000 worth of hay, straw, roots, cake, and artificial manures brought on the farm beyond what turnips, hay, and straw were sold off it.

Unfortunately I am not in a position to give an exact debtor and creditor account, because I held land in Westmeath and my present farm in Warwickshire during the time I occupied the Heath farm. I was in the habit of buying stock in the west of Ireland, and pushing them on from farm to farm till they were eventually sold in Warwickshire. My stewards kept accurate accounts of labour expenses, which I entered weekly into my general farm ledger

as so much for labour on each farm, but the buying and selling of stock I never kept separate.

I think most tillage farmers, particularly in England, will agree with me that there is very little profit to be made by stall-feeding; the profit is in the manure, which eventually is to produce crops of corn, meadow, and pasture, at little expense. As far as I can calculate I sunk £1,000 in the Heath farm during my six years' occupation and lost another £500 by the forced sale of all my stock and effects, besides which I had nothing for my own time and trouble. In answer to another application from me about renewal of the lease Mr. Hamilton wrote on the 3rd of September, 1872, that the Duke would be only too happy to make a new lease of Heath farm to so good a tenant, but would require residence as one of the conditions of re-letting it. After this followed one or two letters between Mr. Hamilton and myself making an appointment to meet at the farm, which, through illness, I was unable to keep. On the 1st of October Mr. Hamilton wrote to me, saying he had gone carefully over the lands and found everything in very good order, and that the Duke would not object to make a new lease to so good a tenant, although he did not think led-farms (that is, where the tenant is non-resident) beneficial to the country, and that he had fixed the future rent at 30s. per Irish acre. After six months' correspondence this was the first intimation I had of a *re-valuation being thought*

necessary, to use Lord Kildare's expression, as quoted by Mr. Gladstone in the House of Commons. I instantly appealed by letter to the Duke of Leinster, thinking I had only to bring the circumstances of the case clearly before him when the matter would be satisfactorily settled. The Duke replied that he did not think his agent had put too high a rent on the farm, and expressed surprise at my application. Again I wrote a lengthy letter to Mr. Hamilton, explaining the unfairness of the treatment I was receiving, setting forth all that I had done upon the farm—in fact, giving him almost word for word the same statement as was afterwards sent in by my solicitor as a foundation for arbitration. I wound up by making the following offer:—I accepted the new lease for twenty-one years at 30s. per Irish acre, provided his Grace, in consideration of the circumstances under which I took the farm and my outlay upon it since, would allow me an abatement to the old rent for the first seven years. This, to all intents and purposes, was a claim for compensation; the difference between the old and the new rent would have been £68 per annum; for seven years the sum total, at compound interest, would have amounted to only £550. I should have been satisfied with that amount then, with a new lease before me, and previous to the losses I sustained by sale of stock, &c.

Mr. Hamilton wrote fully in reply, but adhered to his former terms. One or two more letters passed,

in one of which, from Mr. Hamilton to me, occurs the expression: "*no one on earth could take exception to your tillages.*"

On the 11th of December I had an interview with Mr. Hamilton at Athy. He then said he could get 35s. per acre for the farm from a man with £3,000 capital, but that "*he did not wish to lose me as a tenant.*" I took it that he meant he had been offered that rent, but it has since turned out to have been only a little bounce on the agent's part.

Finding I could make no terms for a new lease I then asked to be allowed to hold the farm another year at the old rent, offering to put out all manure on the land, not to break any grass land, or take a corn crop off land under corn in 1872. I made this offer in order that I might have time to look about for another well-circumstanced farm to remove my stock and effects to—not with the intention of relinquishing my claims for compensation. Mr. Hamilton promised to communicate with the Duke, and let me know the result in a few days. Not hearing from him so soon as I expected I again wrote at great length to the Duke of Leinster, and made the same offer to him.

On the 2nd of January, 1873, Mr. Hamilton wrote me that his Grace consented to my holding the farm for another year, and that in a few days a formal document would be sent for my signature.

On January 24th the Duke's Dublin solicitors,

Messrs. Read and Crawford, forwarded me a draft of an agreement, the pith of which was, that in consideration of being allowed to hold on for another year I was to surrender all claims for compensation under the new Irish Land Act of 1870. This was nearly identical with the Leinster yearly lease which caused so much excitement in Ireland during the winter of 1872-'73. I refused to sign such an agreement; and, as the lease would terminate on the 25th of March following, I gave notice that I should be obliged to give up the farm and get all I could under the Land Act. It is my belief that I gave up the farm in much better condition than when it was let to Mr. Dodds in 1853, but, for the sake of argument, I will suppose it was about the same. What grounds, then, were there for raising the rent of such land to the extent of 50 per cent.? I can see none; but I do see reasons why it should have been lowered. My readers must recollect that the Heath farm is merely fit for tillage, not grass, nor could it be converted into a grass farm.

Now, the average price of corn during the last ten years has been very little higher in the United Kingdom than it was the ten years previous to 1853. It is true that the price of mutton and beef is higher; but, from want of water, horned stock could not be reared on Heath farm, and only sheep to a limited extent. Cattle fit for stall-feeding have been very dear for some years past, so that I maintain there is less

margin for profit between buying in and selling out than there was in 1853. I know it by experience. The first cattle I ever stall-fed, when I was only a beginner, paid me better than any since. The price of labour in Ireland has advanced almost cent. per cent. during the last twenty years. When I commenced farming I could get good men for 10d. per day, but when I surrendered Heath farm I was paying 1s. 6d. per day. In short, it now takes double the amount of capital that it did twenty years ago to farm such land, and only half the percentage can now be realized. Some people will say there is greater competition for land at the present time, and that that puts a higher letting value on it. I deny that also, except in the case of good grass land and farms suitable for either grass or tillage.

Notwithstanding Mr. Hamilton's assertion, that he could get 35s. per acre for Heath farm, when it became vacant nobody could be got to offer even 30s. for it; and, after keeping it on hands three months, this clever agent was obliged to divide it between four adjoining tenants, one of them being Mr. M'Culloch, of Leinster Lodge, who would not take it at all in 1867. Of course the land is worth more to adjoining tenants than to strangers, but I question whether they are giving more than 30s., and they may not be giving that. How was it, if competition so enhanced the value of land, that Leinster Lodge farm, always having the name of good land, which was let by pro-

posal in 1866, only set for 2s. 6d. an acre more than thirty years previously, though the Duke had expended a large sum of money in building an addition to the dwelling-house and improving the farm offices?

In December, 1872, Mr. Hamilton sent a printed letter round to the tenants on the Leinster estate complaining of misstatements having been made and circulated as to the intention and effect of the new form of lease adopted by his Grace. He spoke of the generous policy which had characterized the conduct of the Duke in times past, and tried to show that a feeling of continued confidence was well founded, and that in the preparation of the new lease there was no intention of departing from that spirit of fair and liberal dealing which had hitherto characterized the management of the Leinster estate. First amongst the leading features of the management of his estate which the Duke has sought to carry out during a long life are *moderate rents*—so says Mr. Hamilton. If the rents are so moderate, of course it is to be expected that there are seldom any changes amongst the tenantry; whereas, on the contrary, about Athy, where the Duke has a large extent of property, there are few occupiers of land, except cottier tenants, who were there twenty years ago.

Some time back the Duke of Leinster encouraged a number of Scotch and English tenants to settle in that neighbourhood. Some of them took up leases as I did. Now that they have improved his estate

for him, and are getting, perhaps, into the decline of life, he turns upon them and raises their rents to, in some cases, 70 or 80 per cent. I believe it is generally considered that the letting value of land in Ireland is now about 25 per cent. over Griffith's (the Government Poor Law) valuation, where a farm is in the same state as when that valuation was made. The rent of Heath farm was 10 per cent. over, but Mr. Hamilton wanted me to pay 65 per cent. over it, and I offered to do so after another seven years. Griffith's valuation of Heath farm was made in 1852, just before the farm was let to Mr. Dodds.

There are some unfortunate tenants on the Duke's estate who have been obliged to take whatever terms have been offered to them rather than give up their holdings. One Scotch tenant told me it would be ruin to him to give up, as I did, after having sunk his capital in the land, and he has taken the Duke's terms, hard though they be. I believe no other tillage farming tenant on the estate could have given up after he had sunk his capital in the way I did; but all my interests lie in this country, and I had a home to go to.

During the assizes at Naas Chief Justice Whiteside passed a high eulogium upon the Duke of Leinster, describing him as a most improving and liberal landlord. That he is the former nobody can deny; but as to the latter *I* have had no experience of his liberality. I am sure the public would be very glad

to hear if what I may call the Chief Justice's ruling on the matter can be borne out by instances. I am aware that, in many cases, the Duke has built houses and effected permanent improvements for tenants; but I believe he has generally got a good percentage on his outlay in the shape of increased rents and better class of tenants. In a few cases the Duke may have given a few hundred pounds to an impoverished tenant to get him out of a farm, but it was good policy, as he was enabled to get a solvent tenant in his place, and probably an increased rent. I never heard of the Duke spontaneously handing back to the tenants over his whole estate 10 or 20 per cent. of the rent after a bad season. *That* I call *liberality*, and it has frequently been done by large landed proprietors in both Great Britain and Ireland. The electors of the county Kildare do not seem to have such confidence in the Duke of Leinster and his family as Mr. Hamilton would have the public to suppose, or they would hardly have turned Lord Otho Fitzgerald out of the representation of their county and sent to parliament a total stranger.

The Duke has a farm, if not two, on his hands near Athy, or, at all events, had a few months ago, and I have not heard that they are let. Five or six years ago the greater part of one of them, called the Forest farm, was let at 11s. 6d. per acre, and the

tenant who lived on an adjoining farm threw it up as not worth holding. There was no house on this farm, so the Duke built a very suitable one, with nice offices, and endeavoured to let it. It was naturally better land than the Heath—so my own experience told me, and the caretaker, who I found had formerly lived at Heath farm, confirmed my opinion. The farm was well watered. A young English friend of mine went over it with the view of taking it, and afterwards we waited on Mr. Trench, who was then agent. He asked 26s. per Irish acre, but I advised my friend to give no more than 21s., so the treating fell through. Mr. Trench soon after got a tenant to take it at the 26s. I believe, but within two years he threw it up in disgust, finding he was losing money rapidly. Since then the Duke has farmed it himself, and has planted a considerable portion with trees. In this case the agent was fully justified in trying to get the highest rent he could from a new tenant, but I don't think he was in mine. For the reasons I have given, I think it is evident that tillage farms of an indifferent quality have not risen in letting value during the last twenty years, unless where improvements have been made by either landlord or tenant.

One of my witnesses at the assizes made a very sensible remark, which the Chief Justice seemed not to understand, and pronounced "*curious.*" To me, or any practical farmer, it was plain enough. The

witness was Mr. Phipps, an Englishman, who had lived more than twenty years near Athy. He was acquainted with Alexander before Heath farm was let to Dodds, and had often been over the farm previously to 1853. When asked to state the condition of the farm when I left it his reply was—I found it, with the exception of twenty acres, in as good condition as it possibly could be, and, excepting those twenty acres, in better condition than when Alexander gave it up to Dodds. He was then asked its present letting value, and gave what the Chief Justice called a curious answer. It was:—"If I could work the farm as I could in 1853 I would give from 27s. to 30s. an acre for it." His meaning was, that the land was from 7s. to 10s. an acre better than in 1853; but, owing to advance in labour and the other causes I have mentioned, he considered its present letting value to be no higher than in 1853. In England tillage farmers are throwing up their farms, where of a poor quality, in every county at the present time; but then they have other ways of investing their capital and obtaining employment which are not open to the poor Irish farmer, so he is obliged to stick by the land however bad times may be.

Now, where all improvements, whether permanent, such as building and draining, or temporary, such as superior tillage operations, have been made by a tenant, whether he holds by lease or be tenant at will, they should be his property unless the land had

been let to him at a low rent on condition that he effected such improvements. I look upon a farm of land as simply so much money for which the owner wants interest. The tenant or borrower agrees to pay a certain interest called rent; the owner or lender undertakes not to call in his money for a specified number of years. At the termination of that period the money-lender only expects to get back the sum he originally lent, though the borrower may have, by his intelligence, prudence, and economy, doubled the capitalized sum. In like manner I cannot conceive what claim a landlord or lender of land can have to anything beyond the land in the same state as he let it. All improvements made by the tenant, which are, in fact, his savings, should be his, to remove if possible, or, if fixed, to be paid for by the landlord or sold to an incoming tenant. The lender of land is in a much better position than the lender of money, because the borrower of the latter may give bad security and run away, so that the lender might lose principal and interest; whereas I don't see how the borrower of land can run away with his loan, and therefore the owner can only run the risk of losing his interest.

To talk of the landlord being entitled to any improvements made by the tenant, because the latter had the use of the land, seems to me as unjust as for a money-lender to be entitled to what the borrower may have acquired or saved by the use of his

money. In some cases which have been tried under the Irish Land Act I have noticed that in awarding compensation for permanent improvements, such as farm buildings, the barrister or judge, after admitting the tenant's claim, assesses the amount upon what those buildings originally cost, then takes off so much for wear and tear, and, lastly, a further percentage for the time the tenant has had the use of them. Upon what principles of justice and equity such awards have been made I cannot comprehend. It seems to me that such buildings should be valued at what it would cost the landlord to put them up on the conclusion of the lease, deducting so much for dilapidations. In such cases as I have referred to the tenant not only builds for his landlord, and thereby is enabled to improve the farm indirectly in many other ways, but the tenant pays the landlord a percentage on his (the tenant's) own outlay.

To proceed with my dealings with the Duke of Leinster:—On the 12th of March, 1873, I furnished my solicitor with a detailed statement of the mode in which I had managed Heath farm during my occupation, showing the number of acres every year under corn, fallow, green crops, meadow, and pasture, together with the sums annually expended upon labour, manures, and feeding stuffs; at the foot of it I put that less than £2,000 would not repay me for the money I had sunk and my trouble, and that I thought I was entitled to that sum. This I did

with a view to arbitration, as the Duke's lawyers had previously written, on the 17th February, that if I would furnish them with particulars of my claim they were ready to consider it. My solicitor ought to have sent that statement to Messrs. Read and Crawford immediately, and why it was not sent I don't know to this day. I believed it was, and was much annoyed when I found out, at the sessions in June, that no claim of any kind was sent in till about the middle of April, and then quite in a different form, and my suggestion about £2,000 left out altogether, making it appear, until explained, that I was really claiming £4,902 10s., which, of course, was ridiculous.

The Chief Justice made some very strong remarks at the assizes upon such a monstrous claim being put forward by a tenant who had only been six years in possession; but, nevertheless, he treated me in every other respect as having been tenant of the farm for twenty years, and made no comment on the startling fact, that the Duke was trying to impose upon me a rent of 400 per cent. above what the farm was let at thirty years ago. His lordship further said, that if the claim had been intended for arbitration the proper course would have been to have applied to the chairman at sessions to arbitrate. This was done, or rather the chairman, after my counsel, Mr. Dames, Q.C., had opened the case, and shown that there was no intention of going for the

large sum nominally claimed, himself suggested that it was a case, above all others, for arbitration; and my counsel then and there offered, on my part, to leave it so, but the Duke's counsel, Mr. Fitzgibbon, would not listen to the proposal. No blame, therefore, can attach to me for appealing to the assizes, and for the Duke being put to very heavy legal expenses. I sold all my effects, excepting heaps of manure, on the 19th of March, and surrendered the farm on the 24th. Knowing that the farm was not let, and considering it a great pity that all the hay, straw, and manures should be sold off the land, I thought it only gentlemanly to offer them to the Duke, which I did, through my solicitor, a week previous to the sale, for the sum of £400, to include the winter tillages. I thought it would be a benefit to both parties. The agent, however, was so annoyed, I suppose at my presuming to give up the farm and making my grievances public—though, in point of fact, I kept the matter quiet till the end of January, 1873, by which time I had given up all hopes of settling amicably—that he would not even enquire whether they were worth that money, but replied at once, through Messrs. Read and Crawford, that the Duke would not take them. To show that I did not put too high a value I will add that the hay and straw realised by private sale and auction £125; for the winter tillages £50 was awarded me; the manure heaps I valued at £200, and at that sum they were

put in the claim, but I was afterwards advised that they were legally chattels, and must be withdrawn. Accordingly they were sold, on the 13th of June, at an immense sacrifice, for only £56, one-fourth of their value on the farm. The chairman at the sessions took the same view of the subject, viz., that they could not have been claimed for under the head of unexhausted manures unless they had been spread on the land.

By the middle of June the farmers about Athy had sowed all their crops, and did not want manure. Most of the heaps were bought by Mr. George Lowe, of Burghtown, and drawn about three miles for top-dressing a meadow. He afterwards told me that it was the cheapest manure he ever bought. He kept an exact account of the number of loads, and weighed some of them. The entire manure turned out 367 tons, so that it was sold for a trifle over 3s. per ton. It was nearly all produced by stall-feeding cattle, fed on hay, turnips, and oilcake—the best quality that could be made. Mr. Lowe and many other farmers are in the habit of buying Dublin dairy dung, which is brought down by canal to Athy. They have told me that they pay for the best quality 10s. per ton, and have the expense of drawing besides, and dairy manure is not nearly as valuable as stall-fed manure. There being nothing in my lease to prevent the sale of manure, and it being the custom in Ireland that

it belongs to the tenant, mine was worth the expenses of drawing from canal in addition to its intrinsic value. It was worth, early in the spring, 12s. 6d. per ton on the farm; at that rate 367 tons were worth £230 5s.

Mr. Lawes, in his recent pamphlet on "Unexhausted Manures and Tillages, with reference to the Landlord and Tenant (Ireland) Act," says:—"It may be assumed that town-made dung will, in the majority of cases, cost the farmer about 7s. 6d. per ton delivered on his farm." It is not usually to be bought for that money at Athy. He also gives a table showing the money value of the manure from one ton of different kinds of food, from which I have selected the following descriptions of food, with the estimated money value of the manure from one ton in each case:—

Rape Cake,	...	...	£4	18	6
Clover Hay,	...	...	2	5	6
Oat Straw,	...	...	0	13	6
Linseed Cake,	...	...	4	12	6
Swedish Turnips,		...	0	4	3
Barley Straw,	...	...	0	10	9

From these data I can show that the manures I left in heaps were worth more than £200. In their manufacture were consumed the produce of 25 Irish acres of clover hay and 50 acres of oaten and barley straw, 20 acres of swede turnips, and 8 tons of rape

and linseed cake, besides a considerable quantity of oats and crushed barley:—

No. of Irish Acres.	Description of Food.	Weight per Acre.	Money Value of the Manure from each Ton of Food.	Total Value.
		Tons.	£ s. d.	£ s. d.
25	Clover Hay	2	2 5 6	113 15 0
30	Oaten Straw	2	0 13 6	40 10 0
20	Barley Straw	2	0 10 9	21 10 0
20	Swedish Turnips ...	20	0 4 3	85 0 0
To which add 4 tons Rape Cake at £4 18s. 6d. per ton			£19 14 0	
And 4 tons of Linseed Cake at £4 12s. 6d. per ton			18 10 0	
				38 4 0
				£298 19 0

Mr. Lawes says the tenant should be allowed 17s. for every 20s. of the original manure value of the food if consumed on the land, and only 16s. if consumed in the yards; but whether he takes off that percentage when the tenant can sell the manure he does not say; if he does, 4s. off every pound would reduce £298 19s. to £239 3s. I wish Mr. Lawes had valued for me. At the assizes Dr. Battersby remarked, on the subject of the sale of these manures, that I had been preparing for the road during the last two years, and that I had kept them with the intention of selling them. My answer to that is—that it is a common custom in England to keep manure over till the season following its manufacture, and I did so, intending to put all out on fields Nos.

5 and 6, the poorest on the farm, which would then be in fallow.

If my readers will look at the map they will see a large heap of manure—all that was made the winter of '71-'72—shown in the centre of the farm. Common sense will prove that if I had intended it for sale I should have placed it near the high road. Mr. Lefroy, the Chairman of Quarter Sessions at Athy, endeavoured to do justice to my claim, and in his judgment, after having heard all the particulars of the treatment I had received at the hands of the Duke, again expressed his extreme regret that the case had not been settled by arbitration; he also said that my letter of the 12th October, 1872, seemed to have afforded a fair basis for amicable arrangement.

In considering the value of unexhausted manures he said he sincerely felt his own incompetency to deal with the subject. He referred to Mr. Robertson's (of Narraghmore) evidence in these words:—"Mr. Robertson, who was examined on behalf of Mr. Trye, took a view so extreme on this question that I could not at all feel safe in acting upon his testimony."

Now, Mr. Robertson, who is one of the most enterprising farmers in Kildare, having won a cup three successive years for the best managed farm, lives about three miles from Heath farm, and has known the locality for many years. He was well aware that such land as Heath farm would not grow grass of itself; therefore, when he went over the farm the

day before the sessions, he valued the unexhausted tillages and manures by the crops of meadow he saw growing. Baron Liebig held the same opinion when he wrote—"Common sense tells us that the effects of individual manures must be judged of by the condition in which they leave the field." In our evidence neither Mr. Robertson nor myself would separate the value of unexhausted tillages and manures the one from the other. When I lived in Westmeath I often remarked the management of a farm adjoining my own, which will illustrate my meaning; it was held by an army forage contractor. Some seasons he used to draw all the manure from Athlone Artillery Barracks to his farm. I have often seen him put double the amount of manure to his crops that I did; but his land was so foul with weeds and badly tilled that he seldom grew as good crops. The advantages of good tillage operations and preparation of the soil for receiving manure have been understood from the days of ancient Rome, when M. P. Cato, who was a great promoter of agriculture, told the Roman farmers that in preparing the land for crops the first and second operations were to plough, and the third to manure.

At the assizes the Chief Justice said that Mr. Robertson's evidence was immaterial, because he had never been on the Heath farm before it was let to Dodds; nevertheless he paid particular attention to the evidence of Dr. Cameron (who never saw the

farm at all), Messrs. Stephen M'Culloch, Templeton, and Lawes, who gave evidence as to the amount of unexhausted manures remaining on the farm.

At the sessions M'Culloch and Templeton produced most minute estimates as to the amount of unexhausted manures in the several fields, but when asked by the chairman if they knew what manures had been used they were obliged to admit that they knew nothing about it—indeed Mr. Templeton never saw the farm till after my surrender; both, however, were paid by the Duke of Leinster for their valuations. Mr. Lawes' experiments at Rothampsted have been conducted upon a totally different kind of land, and in a different climate. He, however, feeling the difficulty of determining the value of unexhausted manures, suggested, in a paper which he read on that subject before the London Farmers' Club on April 4th, 1870, that the valuation should be based on the *produce* rather than on an estimate of the value of the residue of the manures. This exactly agrees with Mr. Robertson's views.

It must be recollected that the Duke of Leinster, being occupier as well as owner before 1853, in letting Heath farm to Dodds paid himself for any unexhausted tillages and manures he left in the land by the increased rent he put upon the farm. The chairman allowed me £170 for manures and £80 for farm roads and various other improvements. He entirely disallowed every sum claimed as a set off by

the Duke. Amongst other improvements I filled up a number of old gravel-pits through the farm, for which I claimed £25. Most of them were in the centre of the fields, and interfered very much with the working of mowing and reaping machines. To my astonishment, Mr. Alexander swore at the sessions that he left no pits on the farm, and therefore my claim was disallowed. At the assizes, when under cross-examination, he admitted that there were pits, but that he had filled them up and ploughed through them, so my claim was again disallowed by the Chief Justice. It was then too late for me to tender further evidence. The facts are these, however:—Alexander merely sloped down the banks of the pits, which enabled him to plough through them. That was sufficient when corn and meadows were cut with sickles and scythes; but when mowing and reaping machines came to be used on the farm the case was altered. I had ploughed through all these same pits before I filled up any of them.

In putting forward my case I relied in a great measure upon the 18th clause (called the Equity Clause) of the new Irish Land Act, but that seems to be a dead letter in the practical administration of the Act. The Chief Justice, in his summing up, says:—"If Mr. Trye came in from year to year, and by his labour and industry he brought the farm to 25s. or 30s. an acre, instead of 20s., I would give him a decree, because, by his labour, the lessor got

a better price for the land in the market." In equity I think I should have been considered in that position, and, that being granted, it is well known the farm was dear in '67 at £1 an acre, for nobody who knew the land could be got to take it at that rent, and now the farm is, I suppose, let at 30s. per Irish acre, or perhaps more, for Mr. Hamilton would not give it to me under 30s., and said he could get 35s. for it. The increased rent of 10s. to 15s. an acre is owing to my outlay and management of the farm.

Now, 10s. per acre on 136 acres, at only twenty years' purchase, would amount to £1,360. Knowing the land as I do now I would rather give 35s. per acre for it in its present state than £1 in the state it was in when I got it. If I had known how I was going to be treated I could have, without difficulty, taken £1,000 more out of the farm during the last two years, and still left it in as good condition as when let to Dodds in '53, and infinitely better than when I got it in '67. I had about forty Irish acres laid down under good clover and rye-grass more than I was bound to have under the lease. Everybody who knows anything about tillage is aware that there is no better preparation for wheat than clover. By breaking those forty acres and sowing wheat I could have realised at least £10 per Irish acre more than those fields paid me in pasture; instead of that, I only sold the last season £215 worth of corn, whereas Mr. M'Culloch, of Leinster Lodge, told me himself

that he sold £800 worth of barley alone in '72 off his farm of only forty acres more than mine, and that when his lease had only run six years. He further told me that the entire barley crop realised £15 per Irish acre besides the value of the straw. I endeavoured to prove that during my tenancy there had been a continuous improvement going on, and therefore that I claimed not merely a residue of the value of the last manuring of the different fields, but, in some cases, nearly the entire.

Though I have described the farm as being so run out in 1867, I am of opinion it was more from neglecting to extirpate weeds, scutch-grass, and thistles than from over-cropping. The land was simply in its natural sterile state, excepting the fields which had been manured the previous seasons. As a proof of this, field No. 4, after going to great expense in cleaning, I sowed with Aberdeen turnips on artificial manures in 1867, and had an excellent crop. Two drills in the centre of the field, however, were a complete failure throughout, the turnips being no bigger than radishes: the only way I could account for it being that those two drills were missed when the manure was sown.

At the sessions the chairman and the Duke's counsel, knowing nothing of farming themselves, ridiculed the idea of my claiming on fields Nos. 7, 8, and 9 £10 per Irish acre for unexhausted manures and tillages when the actual cost of the manure was

only £3 1s. 6d. per acre. They could not see how I could turn £86 into £280. Mr. Robertson considered I was entitled to £15 per acre, and, no doubt, less than that would not pay me, though I only claimed £10 per acre. The way to look at the question is this:—On a tillage farm the fallow or root crop is the expensive crop in the rotation, costing in general a great deal more than the crop is worth. The greatest portion of the whole capital required for working the farm; namely, manual and horse labour, manures, feeding stuffs, cost of implements, cattle and sheep for stall-feeding—nearly all is expended on the production and consumption of this one crop. The following years of the rotation you are able to grow barley or wheat, meadow, one or two years pasture and oats, at little expense, and all remunerative crops, before incurring any heavy outlay again. These expenses I went to on some fields three times in six years.

I have previously shown, in the case of fields Nos. 5 and 6, that the land, however well cleaned and fallowed, would not grow a crop of corn without help; and, as a further proof, I can say that, in growing green crops, I used to take great pains in tilling and cleaning the headlands in the fields, but I found after a trial or two that they would grow no corn worth cutting without manure. Further, the soil of the Heath farm would not grow grass, but run to daisies and all kinds of weeds, unless there was a consider-

able amount of manure in the land, so that I maintain, with Mr. Robertson, that the crops of meadow on the farm when I gave it up, and length of time the land would remain profitably under grass, were the true test of the residue of manures and tillages left behind me.

Now, in the case of the 14-acre field, which I laid down with permanent grasses in 1869 after a very heavy dressing of farm-yard manure, the crop of meadow growing when I gave up the farm was heavier than in '70, though some of the clovers and rye-grass had disappeared.

Mr. Lawes and several of my witnesses agreed that the full benefit of manuring is not obtained till the land is broken up for corn at the end of the rotation before the green crop comes round again. I never broke up any grass land that I laid down, and therefore I never had a chance of remunerating myself. I will quote a passage from Mr. Lawes' pamphlet, which illustrates my management of the farm, and my opinion on tenants' rights to improvements. Mr. Lawes says :—" It often happens, however, that the tenant considers it his interest to farm the land better than he is bound, either by agreement or by custom, to do. He invests his money in deeper and better cultivation, or in the purchase of cattle foods or manures, or both. In doing so he, doubtless, derives benefit himself in the meantime; but, however long he may stay, if he continue the better

cultivation, or a system of importation, to the end of his holding, and does not sell either green crops or dung, he cannot reap the full benefit of his outlay. The better he cultivates the more lasting will be the effects, whilst a portion of his manures will inevitably stick in the soil. Unlike the tenant of a house, who puts in his own furniture, enjoys the use of it whilst he stays, and removes the whole of it when he leaves, the tenant of a farm cannot carry away with him his unexhausted tillages and manures."

In my case I did not derive benefit in the meantime, because I was not in occupation long enough. Annexed are tables showing the treatment of each field by me compared with their probable treatment by Alexander according to his evidence, together with the sums I really claimed. At the sessions Alexander seemed confused as to whether he tilled the farm on a five or six-course rotation. In these tables I have given him credit for manuring about one-fifth of the farm every year, though the lease was granted to Dodds on the condition that not more than five-sixths of the farm was to be in tillage, and of that quantity one-sixth was to be laid down every year with clovers and grass seeds. This would be a six-course rotation. I laid down rather more than half the farm during my tenancy, always buying the best of clovers and grass seeds separately, and mixing them myself. It will be seen that upon nine fields I claimed the value of a good crop of barley or wheat,

which I consider to be £10 per Irish acre over and above all expenses. On fields Nos. 4 and 11, which were the latest heavily manured with farm-yard dung, I claimed, in the one case, £16 per acre, and in the other, £12; on the other fields smaller sums. By continued good tillage I could have realized much more if I had had time.

In every case my turnip crops were consumed in the yards or on grass fields, the tops being for the most part left on the land and ploughed in. Mr. Alexander, I believe, consumed nearly all in the yards, only having had sheep on the farm one or two winters at the commencement of his management. I had 250 sheep principally feeding on turnips, hay, and cake during the winter of 1872 and '73 up to the time of my sale, and 200 the winter before, so that Mr. Lawes is incorrect when he says, in his pamphlet, that the whole of the manure produced during the winters of 1871 and '72 and 1872 and '73 were sold off the farm. There were 28 Irish acres of turnips grown on the farm the last season, and fully 20 acres were consumed there. The Duke's counsel, Mr. Walker, exclaimed at the assizes against my claiming compensation for manures produced by crops grown on the farm, and I quite allow that, where no extra manures or feeding-stuffs have been imported, the tenant has little claim under that head; but, in my case, I produced double—aye, treble—the amount of manure that could have been produced by the natural

resources of the farm, and returned all to the land, excepting what was sold on the termination of my tenancy:

I bought £1,000 worth of artificial manures, cake, meal, hay, and straw, and during the first five years I consumed £500 worth of oats and barley grown on the farm, which should be considered as imported food. I see that Mr. Lawes speaks of fields Nos. 2, 3, 5, and 6 as being very foul; but Mr. Hamilton went over the same fields the previous October and pronounced the entire farm very clean. Mr. Lawes did not see the farm till the following July. In the meantime only about 13 acres of it had been ploughed, for, as soon as I found I was going to lose the farm, I followed the Irish system of stopping all work, knowing it was only a chance if I ever got any payment for it. Mr. Robertson, Mr. Phipps, and Mr. Hodson, a friend of mine from Athlone, who farms 900 acres of land, all examined those fields carefully, and pronounced that there were no more weeds than would be expected in any land after remaining in stubble and rough ploughing from harvest to the following summer.

Mr. Lawes says that in 1853 the area under root crops was one-fifth of the whole. Now, I ascertained from the neighbours that fields Nos. 1 and 14 were in roots, which crops, as I have before stated, Mr. Dodds paid for. The acreage was only about 17½ acres, or one-eighth of the whole area. Mr. Lawes

makes a great point of Mr. Robertson estimating the value of the unexhausted tillages and manures in fields Nos. 7, 8, and 9 at £9 per acre for a corn crop and £6 afterwards for meadow, because, says Mr. Lawes, he found out that the Duke sowed the barley, and put 4 cwt. of artificial manure per acre, and even then the crop was by no means a large one.

Mr. Lawes was not informed, perhaps, that the land was not ploughed and sown till late in May. An order was sent round to the Duke's tenants, and I was told that forty ploughs were got together, and wonderful ploughing it was certainly. If the land had been properly prepared and sown early in April, as I had been accustomed to do, there would have been no need for the 105 bags of manure. It was a remarkable fact, that the only witnesses produced on the side of the Duke of Leinster to prove the condition of Heath farm in 1853 were Alexander and Dunn, two old men, both tenants of the Duke, and in his service. No records of any kind of the outlay or management were forthcoming.

On my side, Messrs. Greene, Phipps, Anderson, Slevin, and Beattie, all farmers, and some of them holding large tracts of land and living near to Heath farm, testified to its greatly improved condition. All knew the farm in Alexander's time. Mr. Greene, an old gentleman, remarked that Alexander had not the farm long enough to have made any permanent improvements on it, considering that he got up a great deal of it in furze and heath.

The Chief Justice expressed himself as of the opinion that the condition of the farm was much the same in 1873 as in 1853, and upon these grounds confirmed the decree of £250 granted by the chairman in my favour, but ordered me to pay £10 towards the Duke of Leinster's costs, to mark his sense of the matter. He entirely ignored the 18th or Equity clause of the Land Act as having anything to do with the case.

I have now done with farming in Ireland, and shall never again improve land for anybody but my own family. I still farm in Warwickshire, but the land belongs to my wife's relations, and whatever improvements I may make will be for the benefit of my own children.

I cannot close this tale of my own experiences of the working of the much vaunted Landlord and Tenant (Ireland) Act of 1870 without mentioning that the greatest sympathy was shown to me in the county Kildare by all classes; and if these pages only help to show the necessity of some amendment of the Act, so that it will be impossible hereafter for a grasping landlord and an unprincipled agent to take advantage of a good and trusting tenant, I shall feel that the money I have sunk upon the Duke of Leinster's property, and the heavy expenses (£150) incurred in my two efforts to get some of it back again by law, has benefited others besides his Grace.

Tables showing the treatment of every field of Heath farm during its last six years' management by Mr. Alexander compared with their treatment during the same number of years by Mr. Trye, together with the amounts claimed by the latter on each field for unexhausted tillages and manures, as given by him in evidence before the Lord Chief Justice Whiteside at the Summer Assizes at Naas in 1873 :—

FIELD No. 1—10a. 0r. 17p. IRISH MEASURE.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Lea Oats.	1867. Lea Oats (black).
1848. Turnips grown on 25 tons of yard dung and 3 cwt. guano per acre.	1868. Swede Turnips grown on 10 cwt. of ½-inch bones and 2 cwt. phospho Peruvian guano per acre.
1849. Barley.	1869. Barley.
1850. Meadow.	1870. Meadow.
1851. Pasture.	1871. Pasture top-dressed with liquid manure and the droppings of sheep fed on turnips.
1852. Lea Oats.	1872. Pasture top-dressed with sheep-droppings fed on turnips and cake.

£10 per acre claimed. Total, £101.

FIELDS Nos. 2 and 3—5a. 1r. 30p. and 4a. 2r. IRISH MEASURE.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Meadow.	1867. Worn-out pasture.
1848. Pasture.	1868. Ditto, top-dressed the winter of '68 and '69 by 300 sheep fed on turnips for four months.
1849. Oats.	1869. Pasture.
1850. Turnips grown on 25 tons of yard dung and 3 cwt. guano per acre.	1870. Pasture broken during the autumn and well cleaned.
1851. Wheat or Barley.	1871. One field Swede Turnips and the other Aberdeens, grown on 9 cwt. of bone superphosphate per acre.
1852. Meadow.	1872. Barley.

£6 per acre claimed. Total, £60.

FIELD No. 4—7a. 1r. 14p. IRISH MEASURE.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Turnips grown on 25 tons of yard dung and 3 cwt. of guano per acre.	1867. Well cleaned and sown with Aberdeen Turnips on 9 cwt. of bone superphosphate and 1½ cwt. of phospho Peruvian guano per acre.
1848. Barley or Wheat.	1868. White Oats.
1849. Meadow.	1869. Mangolds grown on 8 cwt. of special manure to the acre.
1850. Pasture.	1870. Barley.
1851. Oats.	1871. Swede Turnips grown on 50 tons of yard dung and 3½ cwt. of bone superphosphate.
1852. Turnips grown on 25 tons yard dung and 3 cwt. guano per acre.	1872. April wheat laid down with best of clovers and grasses.

£16 per acre claimed. Total, £117.

FIELDS Nos. 5 and 6—11a. 2r. 20p. and 10a. IRISH MEASURE.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Pasture.	1867. Bare fallow, and most carefully cleaned through the summer.
1848. Oats.	1868. Black Oats.
1849. Turnips grown on 25 tons yard dung and 3 cwt. guano per acre.	1869. Fallowed again as before. Field No. 5 subsoiled.
1850. Barley.	1870. Wheat.
1851. Meadow.	1871. Fallowed again.
1852. Pasture.	1872. Tawny Oats.

£1 per acre claimed. Total, £21 10s.

FIELD No 7—10a. 3r. 16p. IRISH MEASURE.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Turnips grown on 25 tons of yard dung and 3 cwt. of guano per acre.	1867. Seeds full of scutch-grass and thistles.
1848. Barley or Wheat.	1868. Broken, and carefully cleaned.
1849. Meadow.	1869. Tawny Oats.
1850. Pasture.	1870. Fallowed and cleaned.
1851. Oats.	1871. Wheat.
1852. Turnips grown on 25 tons of yard dung and 3 cwt. of guano per acre.	1872. Swede Turnips grown on 9 cwt. of bone superphosphate per acre.

£10 per acre claimed. Total, £109.

FIELDS NOS. 8 and 9—8a. 1r. 39p. and 8a. 3r. 29p. IRISH.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Barley or Wheat.	1867. Seeds full of scutch-grass and thistles.
1848. Meadow.	1868. Ditto.
1849. Pasture.	1869. Black Oats.
1850. Oats.	1870. Fallowed and carefully cleaned.
1851. Turnips grown on 25 tons of yard dung and 3 cwt. of guano per acre.	1871. Tawny Oats.
1852. Barley or Wheat.	1872. One field Swede Turnips and the other Aberdeens, grown on 9 cwt. of bone superphosphate per acre.

£10 per acre claimed. Total, £172.

FIELD No. 10—4a. 2r. 39p. IRISH MEASURE.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Turnips grown on 25 tons of yard dung and 3 cwt. of guano per acre.	1867. This field was never broken by Mr. Trye on account of being near the yards, but was continually improved by sheep being fed on it every winter with turnips and cake.
1848. Barley or Wheat.	
1849. Meadow.	
1850. Pasture.	
1851. Oats.	
1852. Turnips grown on 25 tons of yard dung and 3 cwt. of guano per acre.	

£2 per acre claimed. Tota , £9 10s.

FIELD No. 11—7a. 1r. 10p. IRISH MEASURE.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Meadow.	1867. Well cleaned and sown with Swede Turnips on 25 tons of yard dung and 6 cwt. of bone superphosphate per acre.
1848. Pasture.	1868. White Oats.
1849. Oats.	1869. Vetches and Rye grown on 5 cwt. of ½-inch bones per acre.
1850. Turnips grown on 25 tons of yard dung and 3 cwt. of guano per acre.	1870. Mangolds and Swede Turnips grown on 50 tons of yard dung, 3¼ of phospho Peruvian guano, and 10 cwt. of salt to the acre.
1851. Barley or Wheat.	1871. Barley laid down with grass seeds.
1852. Meadow.	1872. Meadow; sheep fed on it with turnips.

£12 per acre claimed. Total, £87.

FIELD No. 12—4a. 3r. 36p. IRISH MEASURE.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Barley or Wheat.	1867. Barley, after green crops sown by Mr. Cameron.
1848. Meadow.	1868. Aberdeen Turnips grown on 8 cwt. of phospho Peruvian guano to the acre.
1849. Pasture.	1869. White Oats.
1850. Oats.	1870. Swede Turnips grown on 50 tons of yard dung, 3½ cwt. of phospho Peruvian guano, and 10 cwt. of salt to the acre.
1851. Turnips grown on 25 tons of yard dung and 3 cwt. guano per acre.	1871. Barley, laid down with clover and grasses.
1852. Barley or Wheat.	1872. Meadow, top-dressed with liquid manure and droppings from sheep fed on turnips and cake.

£10 per acre claimed. Total, £50.

FIELD No. 13—6a. 2r. 18p. IRISH MEASURE.

Treatment by Mr. Alexander.	*Treatment by Mr. Trye.*
1847. Only lately come into Duke of Leinster's possession.	1867. Carefully cleaned and sown with Aberdeen turnips on 9 cwt. of bone superphosphate and 1½ cwt. of phospho Peruvian guano per acre
1848. Turnips grown on 25 tons of yard dung and 3 cwt. guano per acre.	1868. Barley.
1849. Wheat or Barley.	1869. Beans sown with 30 tons of yard dung per acre.
1850. Meadow.	1870. Barley laid down with clovers and grasses.
1851. Pasture.	1871. Pasture.
1852. Oats.	1872. Pasture; sheep fed on it with turnips.

£10 per acre claimed. Total, £66.

General Summary of claims by Mr. Trye for Unexhausted Tillages and Manures, and other improvements effected by him during his tenancy of Heath farm :—

No. of Field.	Acreage.			Amount per acre, Irish.			Total amount claimed.		
	A.	R.	P.	£	s.	d.	£	s.	d.
1	10	0	17	10	0	0	101	0	0
2 & 3	9	3	30	6	0	0	60	0	0
4	7	1	14	16	0	0	117	0	0
5 & 6	21	2	20	1	0	0	21	10	0
7	10	3	16	10	0	0	109	0	0
8 & 9	17	1	28	10	0	0	172	0	0
10	4	2	39	2	0	0	9	10	0
11	7	1	10	12	0	0	87	0	0
12	4	3	36	10	0	0	50	0	0
13	6	2	18	10	0	0	66	0	0
14	7	2	28	10	0	0	76	10	0
15	12	1	0	10	0	0	122	10	0
16	14	1	20	10	0	0	144	0	0
Value of autumn and winter tillages, '72 and '73, in Fields Nos. 2, 3, 5, and 6, about 13 acres ploughed, 17 acres scuffled, and weeds picked off and carted to yards							50	0	0
Cost of erecting 16 iron gates, with stone pillars							10	0	0
Filling up 6 gravel-pits, and drawing of stones to roads on the farm, where they are now ready for use							25	0	0
New farm road, 300 yards long 10 feet wide, dug out 18 inches deep, and filled with stones and gravelled on the top							30	0	0
							£1,251	0	0